

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

612-10669

**Turf Grass Maintenance and Trash Collection
Services**



Rick Andrews

954-828-4357

Bid 612-10669

Turf Grass Maintenance and Trash Collection Services

Bid Number **612-10669**
 Bid Title **Turf Grass Maintenance and Trash Collection Services**

Bid Start Date **Jan 20, 2011 10:09:25 AM EST**
 Bid End Date **Feb 24, 2011 2:00:00 PM EST**
 Question & Answer
 End Date **Feb 17, 2011 5:00:00 PM EST**

Bid Contact **Rick Andrews**
 Procurement Specialist II
 Procurement
 954-828-4357
 Randrews@fortlauderdale.gov

Contract Duration **1 year**
 Contract Renewal **3 annual renewals**
 Prices Good for **90 days**

Bid Comments The City of Fort Lauderdale, Florida is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide turf grass maintenance and trash collection services for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).
 Added on Jan 25, 2011:
 1. Revise Section 2.05 of PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES to require four(4)quarterly cuttings instead of monthly.
 2. Revise Bid Item 612-10669-1-02 - Group II - Palm Aire Canal to enter a price for four (4) quarterly cuttings.
 3. Add revised document 10669 Turf Grass Maintenance and Trash Collection Services revised 1/25/11.
 Added on Feb 8, 2011:
 1. Revise Section 2.02 of PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES to add service location for the east and west sides of the Florida East Coast (FEC) railroad tracks up to the street or private property boundary north of Northeast 62nd Street to the waterway in accordance with Exhibit B-1.
 2. Revise Bid Item 612-10669-1-01 - Group I - Railroad Rights of Way to include added location in accordance with Exhibit B-1.
 3. Add revised document 10669 Turf Grass Maintenance and Trash Collection Services revised 2/7/11.
 4. Extend Bid End date to February 24, 2011.

Changes made on Jan 25, 2011 9:26:40 AM EST

New Documents **10669 Turf Grass Maintenance and Trash Collection Services.pdf**

Removed Documents **10669 Turf Grass Maintenance and Trash Collection Services.pdf**

Changes were made to the following items:

[Group II - Palm Aire Canal](#)

Changes made on Feb 8, 2011 9:54:37 AM EST

New Documents	10669 Turf Grass Maintenance and Trash Collection Services.pdf		
Removed Documents	10669 Turf Grass Maintenance and Trash Collection Services.pdf		
Previous End Date	Feb 10, 2011 2:00:00 PM EST	New End Date	Feb 24, 2011 2:00:00 PM EST
Previous Q & A End Date	Feb 7, 2011 5:00:00 PM EST	New Q & A End Date	Feb 17, 2011 5:00:00 PM EST

Changes were made to the following items:

[Group I - Railroad Rights of Way](#)

Item Response Form

Item	612-10669-1-01 - Group I - Railroad Rights of Way
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description

Enter a monthly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.04

Added on Feb 8, 2011:

Enter a monthly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.04 to include added location at the east and west sides of the Florida East Coast (FEC) railroad tracks up to the street or private property boundary north of Northeast 62nd Street to the waterway in accordance with Exhibit B-1.

Changes made on Feb 8, 2011 9:54:37 AM EST

Item	612-10669-1-02 - Group II - Palm Aire Canal
Quantity	4 quarter
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 4

Description

Enter a monthly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.05

PALM AIRE CANAL SERVICE IS SCHEDULED TO COMMENCE ON OR ABOUT 10/1/11.

Added on Jan 25, 2011:

Enter a quarterly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.05.

PALM AIRE CANAL SERVICE IS SCHEDULED TO COMMENCE ON OR ABOUT 10/1/11.

Changes made on Jan 25, 2011 9:26:40 AM EST

Previous Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 12	New Delivery Location/Quantity	See ITB Specifications Fort Lauderdale, FL 33301 Qty 4
Previous Unit	month	New Unit	quarter

Item **612-10669-1-03 - Group III - Rights of Way**
Quantity **12 month**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description

Enter a monthly price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.06

Item **612-10669-1-04 - Group IV - Vacant Lots Mowing, Cleaning and Disposal**
Quantity **12 each**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 12

Description

Enter an each price in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.07

Item **612-10669-1-05 - Group V - Time and Material - Unskilled Hourly Labor Rate**
Quantity **50 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**
See ITB Specifications
See ITB Specifications
Fort Lauderdale FL 33301
Qty 50

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item **612-10669-1-06 - Group V - Time and Material - Skilled Hourly Labor Rate**
Quantity **25 hour**
Unit Price
Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item	612-10669-1-07 - Group V - Time and Material - Tractor/Bush Hog Mower Hourly Rate
Quantity	25 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item	612-10669-1-08 - Group V - Time and Material - Power Mower Rate Hourly Rate
Quantity	25 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item	612-10669-1-09 - Group V - Time and Material - Gas Line Trimmer Hourly Rate
Quantity	25 hour
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item	612-10669-1-10 - Group V - Time and Material - Gas Blower Hourly Rate
Quantity	25 hour
Unit Price	<input type="text"/>

Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item **612-10669-1-11 - Group V - Time and Material - Gas Chain Saw Hourly Rate**
Quantity **25 hour**

Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item **612-10669-1-12 - Group V - Time and Material - Skid Loader with Trailer Hourly Rate**
Quantity **25 hour**

Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item **612-10669-1-13 - Group V - Time and Material - Dump Truck (Min 6 cu yd) Hourly Rate**

Quantity **25 hour**

Unit Price
Delivery Location **City of Fort Lauderdale**
 See ITB Specifications
 See ITB Specifications
 Fort Lauderdale FL 33301
 Qty 25

Description

Enter an hourly rate in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.08

Item **612-10669-1-14 - Allowance for Reimbursement of Contractor Disposal Costs**
Quantity **1 lump sum**

Unit Price

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Enter \$5,000 as an allowance for City reimbursement of Contractor disposal fees in accordance with ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE, Paragraph 2.10

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

PART I - SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide turf grass maintenance and trash collection services for the Public Works Department Sanitation Division in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

1.02. INFORMATION OR CLARIFICATION

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or other bid documents will only be transmitted by written Addendum.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

1.03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

1.04. PRE-BID CONFERENCE / SITE VISIT

There will be no pre-bid conference. Additional job site information, if required, is available from Willie Washington Solid Waste Foreman 954-828-5771 Monday-Friday 6:30am-3:00pm.

It will be the sole responsibility of the bidder to inspect the job sites. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

1.05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

Bidder should include in the Business Plan, a plan to receive telephone calls from the City, possess a communication system to conduct dispatching services to field personnel, a computer tracking system for service requests, a computer system to generate required reports.

Bidder must demonstrate in the Business Plan access to pertinent equipment and vehicles, and related repair service, and a work location suitable to conduct business with associated resources necessary to successfully perform under this contract. The City may conduct a Site Visit prior to award to substantiate any claims made by the bidder in order to validate eligibility / qualifying requirements.

Bidder must demonstrate sufficient financial resources to successfully perform under this contract. If requested by the City, the Bidder agrees to supply the City financial records (Balance Sheet and Profit Statement) for the last three years for review to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term duration.

Bidder must include a minimum of three references to support information provided. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years providing the service, staffing, equipment, and the quality of work currently being performed.

1.06. BID DOCUMENTS

The bidder shall examine this bid carefully. It will be the sole responsibility of the bidder to inspect the collection routes. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized itself with the nature and extent of the work, and the equipment, materials, and labor required.

1.07. BID ITEM PRICING AND CONTRACT AWARD

The City may award to the low responsive and responsible Bidder for each of the four Groups individually or to the low responsive and responsible bidder for all Groups combined as may be in the City's best interest. Group V (Time and Material) total bid price will be tabulated and awarded as part of the determination of the low responsive and responsible bidder for each Group. All Groups must be bid. A Bidder may be awarded more than one Group. However, the Business Plan must disclose sufficient resources, to the satisfaction of the City, that the Contractor has the ability to successfully perform additional Group work as specified in the bid. The City further reserves the right to consider the bidder's past performance, client references,

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

qualifications, length of time providing the services, business facility, staffing level and experience of staff, equipment, scheduling methods and financial stability.

The City reserves the right to award to that Bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

1.08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.

1.09. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

1.10. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

1.11. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

1.12. CONTRACT PERIOD

The initial contract term for Groups I, III and IV shall commence on March 2, 2011 or date of award, whichever is later, and shall end one (1) year from that date. The initial contract term for Group II (Palm Aire Canal) shall commence on October 11, 2011 and shall end on the expiration date of Groups I, III and IV. The initial contract term and expiration dates for Group V will coincide with Groups I - IV accordingly. The City reserves the right to extend the contract for three (3) additional one (1) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

1.13. PRICE ADJUSTMENT

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

1.14. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform to the City's satisfaction in accordance with the requirements of the contract.

Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

A performance evaluation report will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

1.15. CONTRACT ADMINISTRATOR

The City will designate a Contract Administrator whose principal duties shall be:

- Liaison with Contractor
- Coordinate, inspect and approve all work under the contract
- Resolve any disputes
- Assure consistency and quality of Contractor's performance
- Schedule and conduct Contractor performance evaluations and document findings
- Review and approve for payment all invoices for work performed

1.16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator has developed a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and Contractor is subject to the pickup charge fee provision specified under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the termination for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and will respond in writing that he received the report, if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

1.17. INVOICES/PAYMENT

There will be no travel time, mobilization or fuel surcharges, etc., added to the monthly invoice. Monthly invoices shall be submitted to the City no later than the 15th day of the following month.

1.18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.19. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

1.20. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

1.21. INSURANCE

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance, Comprehensive Automobile Liability Insurance and Professional Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.22. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractors' subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

1.23. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

1.24. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage,

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

1.25. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.26. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.27. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

1.28. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

1.29. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

1.30. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

END OF PART I

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICE

2.01. General

The Public Works Department Sanitation Division is seeking a qualified contractor to mow grass and weeds, trim back tree overgrowth and remove trash, fallen branches and material from illegal dumping. Toppled trees, any single dumping that exceeds 20 cubic yards per location and situations created by Force Majeure may be subject to additional charges provided in the bid as agreed to between the Contractor and the City. Additionally, the Contractor may be requested to supplement City resources by mowing and cleaning vacant lots and performing Code Enforcement property cleanups under Fixed Unit pricing.

2.02. Service Locations

GROUP I - Florida East Coast Railroad (FEC)

The Florida East Coast rights of way run from approximately State Road 84 (SW 24th Street to the north side of NE 17th Court, a distance of approximately 4-1/2 miles. In addition the adjoining swale section to the railroad will be maintained and the east and west sides of the Florida East Coast (FEC)

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

railroad tracks up to the street or private property boundary north of Northeast 62nd Street to the waterway.

A Project Map is attached as Exhibit B and B-1.

This map showing the exact property location of the area to be serviced is available free of charge at City Hall 4th floor Engineering Dept., Monday to Friday, 8:00 A.M. to 4:00 P.M. (closed 12-1 P.M. and holidays).

The cad file number is FEC-LEASE DWG 04-000-00.

GROUP II - Palm Aire Canal Banks & Right of Way

Adjacent to Northwest 65 Street between Northwest 12 Avenue and Northwest 31 Avenue
 Approximately 1 $\frac{3}{4}$ miles long and 60 feet wide.

A Project Map is attached as Exhibit C

NOTE: Palm Aire Canal service will be beginning on October 1, 2011.

GROUP III - Right of Ways

- 1) NE 1st Avenue between 6250 & 6400 addresses
- 2) NE 12th Street between NE 5th Avenue and NE 6th Avenue
- 3) NW 14th Street between Andrews Avenue and NW 7th Terrace
- 4) NW 15th Street between Andrews Avenue and NW 7th Terrace

GROUP IV - Fixed Unit Pricing

Citywide locations – mow vacant lots and unoccupied properties.

GROUP V – HOURLY RATES

Additional Work Hourly Rates (Reference paragraph 2.08) for “As Needed” work.

2.03. Standard of Service – General Requirements

The City desires to maintain these properties in a condition suitable for their intended use and at a level acceptable to community standards. Although this maintenance agreement is considered to be a year round monthly contract, the Contractor may be called upon to perform service on a daily basis as outlined herein.

Group I FEC Rail Road
 Group II Palm Aire Canal Bank and Right of Way
 Group III Right of Ways
 Group IV Vacant Lots & Unoccupied Properties

The following Standards apply to all services:

Definitions:

- High Grass: grass growth above 12-16 inches
- Mowing: grass to be maintained below high grass level
- Trimming: trees, brush, foliage maintained at a minimum height off the

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

- Trash: ground of 6 feet in locations as determined by the City Contract Administrator.
maintained free of trash, rubbish and debris, branches, palm fronds, tires, construction material, white goods, furniture, clothing, etc. remove objects illegally dumped by a third party, maintaining a clean and neat appearance.
 - Hazardous Waste: paint, thinner, chemicals, propane tanks, explosives, Bio-hazardous waste, etc.
- A. Contractor shall mow grass, weeds or growing ground cover with a sharp mowing blade resulting in a neat, clean, fresh cut appearance.
- B. The Contractor shall clean the area of all debris prior to servicing and shall remove from the site all litter, palm fronds, branches or any other items. All clippings, trash, trimmings, branches, etc., from each service shall be removed upon completion of that day's service.
- C. The Contractor is expected to remove any illegal dumping material up to 20 cubic yards per location. Contractor will immediately contact the City Contract Administrator for illegal dumping discoveries exceeding 20 cubic yards per location. Illegal dumping removal may be performed under Group VI Time & Material pricing with prior approval from the City Contract Administrator.
- D. All other litter, debris, trash, clippings, trimmings, palm fronds, branches; etc. must be picked up, physically removed, and properly disposed of. Shoulder mounted or hand held blowers are not acceptable tools for this maintenance if used to blow debris on to adjoining properties.
- E. No grass, weeds, trash, debris, etc. shall be blown into the streets or gutters in accordance with City Ordinance #24-7.
- F. Streets and gutters shall be free of debris and left in a neat and clean appearance.
- G. The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls and slabs, etc., in areas when needed in order to maintain a neat appearance, or before growth reaches 12 inches.
- H. The Contractor is expected to trim up (6 feet from ground) or back any bushes, limbs and overgrowth impeding the mowing path. Extensive overgrowth of vegetative material requiring cut backs, cleanouts or clearing may be performed under Group VI Time & Material pricing with prior approval from the City Contract Administrator.
- I. The Contractor shall not utilize any defoliant, herbicide, or growth retardant for the purpose of restricting, preventing, or removing growth in any manor without prior approval from the City.
- J. The Contractor shall notify the City Contract Administrator in the event of scheduling delays or changes, as well as any comments/complaints received from the general public.
- K. All rework or work not completed to the City Contract Administrator's satisfaction shall be completed at the Contractors expense within 48 hours.

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

- L. Work shall be performed from 7:00 AM to 6:00 PM, Monday thru Saturday, excluding holidays.

2.04. Standards of Service – GROUP I Railroad Rights of Way

Service may need to be provided at a time when vehicles are not parked along the maintenance area. Mow and Clean the property within the boundary from the outer edge of the railroad rails up to the private property line or public streets including adjoining swale as indicated on the general maps Exhibit B and B-1.

Railroad maintenance may be performed in daily sections. However both sides of the railroad tracks must be completed on the daily service day.

The following maintenance schedule is provided as an example. The City and the Contractor will determine the final schedule.

- A. Primary Service – mow the Railroad rights of way monthly. Mow, line trim, remove trash, litter and maintain overgrowth. Work is to be completed by section (i.e. Contractor will service both sides of the railroad tracks in a given section.)

B. Ancillary Services -

1. Weekly “Contractor Initiated Inspection” remove trash, litter and fallen branches, especially near rail crossings.
2. Daily. Monday to Friday; “On Call” to respond to customer complaints and work orders from City to remove trash and litter. There will be a maximum of 24 call outs, which are in addition to the Contractor initiated inspections referenced in 2.06 B1. These ancillary services are parts of the monthly service fee as proposed. Additional call outs above the 24 per year shall be charged at the Group IV rates Time & Material.

2.05 Standard of Service - GROUP II Palm Aire Canal Bank & Right of Way

Mow and Clean the property within the boundary from the low waterline canal bank up to and including the adjoining north side and south side right of way as designated on the map. Includes canal bank at street ends and adjoining swale as indicated on general map Exhibit C.

- A. Primary Services – mow the right of way in four (4) quarterly cuttings. Mow, line trim, remove trash, litter and maintain overgrowth. Work is to be completed by section (i.e. Contractor will service both sides of the canal in a given section).

2.06. Standard of Service - Group III Right Of Ways

- A. Primary Services - mow the right of ways monthly. Mow, line trim, remove trash, litter and maintain overgrowth. Work is to be completed by section.

B. Ancillary Services –

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

1. Weekly "Contractor Initiated Inspection" remove trash, litter and fallen branches.
2. Daily Monday to Friday "On Call" to respond to customer complaints and work orders from the City to remove trash and litter. There will be a maximum of 24 call outs, which are in addition to the Contractor initiated inspections referenced in 2.07B1. These ancillary services are parts of the monthly service fee as proposed. Additional call outs above the 24 per year shall be charged at the Group IV rates Time & Material.

2.07. Standard of Service - GROUP IV UNIT PRICING – Vacant Lots and Unoccupied Properties

All-inclusive price to Mow, Clean, and Dispose of trash for vacant lots and unoccupied properties. Work will be performed on "as needed" basis and contractor may turn work down if the scope of work exceeds the established criteria and quoted unit price.

- 1) Basic Lot size 100 feet x 150 feet for vacant lots and unoccupied houses.
- 2) Mow grass up to 24 inches in height.
- 3) Line trim all grass and weed overgrowth not assessable by power mower.
- 4) Remove all trash including furniture, broken glass, rugs, miscellaneous litter, tree limbs, palm fronds, etc. up to 6 cubic yards or equal to full size pickup truck bed with 24 inch sideboards.
- 5) Leave property in a clean and neatly raked appearance free of overgrowth and debris.
- 6) Contractor shall pay for disposal under Unit Pricing.
- 7) Disposal is NOT reimbursed under Group V Unit Pricing
- 8) Complete work request on one visit. No leaving trash for next day service.
- 9) Accept or reject work within 24 hours of request.
- 10) Complete work within 7 days of acceptance.

2.08. Standard of Service – GROUP V Time & Material Pricing

Time & Material work assignments may be calculated on intervals of 15 minutes, 30 minutes, 45 minutes and 60 minutes as agreed to by City Contract Administrator and Contractor. Pricing shall be all-inclusive for Labor and Equipment. City will reimburse Contractor for disposal under contract procedure. There shall be no additional charges for travel time, Management time to conduct meetings with City Officials, job site inspections or performing work estimates, etc.

Note: equipment charges shall include an operator

LABOR CHARGE (only)

- 1) Hourly Unskilled Labor Rate
(Litter pick-up, raking, broom, etc.)
- 2) Hourly Skilled Labor Rate
(Foreman/Crew Leader/Power Equip)

EQUIPMENT CHARGE, with operator

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

- 3) Hourly Tractor/Bush hog Mower Rate
- 4) Hourly Power Mower Rate
- 5) Hourly Gas Line Trimmer Rate
- 6) Hourly Gas Blower Rate
- 7) Hourly Gas Chain Saw Rate
- 8) Hourly Skid Loader with Trailer Rate
- 9) Hourly Dump Truck Rate
(minimum 6 cubic yards)

2.09. Contractor Responsibilities

- A. Contractor shall maintain an office to conduct business and provide a communication system such as a two-way radio or cellular phone between office & City and office & field crew.
- B. Contractor employees shall be in uniform identified by company name with safety vest.
- C. Contractor vehicles shall be clearly identified by company name.
- D. Contractor recognizes that he represents the City of Fort Lauderdale while performing work and all employees shall govern themselves accordingly.
- E. The contractor shall own or have access to the necessary vehicles, equipment and labor to perform the duties assigned.
- F. The contractor shall have ability to perform equipment maintenance such as operating existing repair facility or have established business accounts with repair shops.
- G. If sub-contractors are used, the primary contractor retains full responsibility for performance under this contract.
- H. Daily Disposal – contractor shall pay for disposal at a City authorized facility. Disposal shall be reimbursable with Official Weight Tickets when itemized and approved on the Contractor's invoice.
 - Mixed debris – highest disposal rate
 - Clean Yard Waste – lower disposal rate

Contractor shall participate in recycling clean yard waste at the lowest disposal rate.

I. DUMPING:

Contractor shall be responsible for removing debris caused by illegal dumping up to 20 cubic yards per location per event. For estimating purposes, Rail Road 3-5 times per month, Palm Aire Canal 1 time per month, and Right of Ways 3-5 times per month. The expectation is if the property is well maintained and kept free of trash and litter by the Contractor's monthly inspections and 24 call outs this will discourage dumping activity. Service may require an occasional separate trip with the skid loader and dump truck to remove debris. Costs should be included in the monthly service fee.

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11

In the event the city exceeds the 24 call outs per twelve month period and/or the single location dumping event exceeds 20 cubic yards, with city authorization, the city and contractor shall determine a time and materials price to remove the dumping debris based on the hourly rate.

2.10. Disposal Sites

- A. Only city authorized licensed disposal facilities shall be used. The City will advise the Contractor on the disposal facility to be used at the beginning of the contract based on any laws, ordinances, inter-local agreements, facilities currently under City contract, or facilities to be utilized in the best interest of the City. Disposal facilities or methods of disposal may change during the term of this contract.
- B. The City shall seek the most efficient and low cost disposal option in Broward County and the Contractor shall agree to support the best option on the city's behalf.
- C. Contractor Shall Pay Disposal Charges. Contractor shall submit original "Official Weight Tickets" issued by the disposal facility showing type of debris, tons and cost, etc, with monthly invoice for reimbursement. There shall be no contractor markup paid on disposal charges.
- D. If warranted, the City shall pay contractor a maximum of one (1) hour of labor and one (1) hour of equipment (truck) roundtrip to transport material to a disposal site located more than ten miles from job site. (For example, the landfill located in Pompano Beach). There shall be no additional add on charges for disposal transportation under 10 miles from job site.
- E. If in the best interest of the city and the city agrees, the Contractor may use a private dumpster at place of business and reimbursement arrangements will be established.
- F. If warranted, the City may supply and the Contractor agrees to use City supplied dumpsters. Contractor shall make every effort to support disposal options that are in the best interest of the city.
- G. Example of Disposal Facilities:
 - Central Sanitary Landfill & Recycling Center
3000 NW 48th Street Pompano Beach, Florida 33063
 - ECO Waste & Recycling Services, Inc.
1899 SW 31st Avenue Pembroke Park, Florida 33019
 - Envirocycle, Inc.
849 SW 21st Terrace Fort Lauderdale, Florida 33312
 - Sun Recycling III
3251 SW 26th Terrace Dania Beach, Florida 33312
 - Waste Management Delta Recycling
3250 SW 50th Avenue Davie, Florida 33314

INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11**2.11. Disposal Methods**

- A. Small tree trimmings and vegetation shall be mulched by the bush hog mower and left on site.
- B. Major tree trimmings shall be cut and transported to disposal facility. Contractor agrees to participate in Clean Yard Waste Recycling when possible. If the tree trimmings are chipped, the chips may be spread and left on site with the authorization of the City Contract Administrator.
- C. Bulk Trash and Construction/Demolition material shall be transported to an authorized disposal facility. This includes tires, roofing material, lumber, concrete, white goods such as refrigerators, a/c units, water heaters, etc.
- D. Material that has been illegally dumped by a third party shall be removed. This may require the use of a skid loader-type machine.
- E. Hazardous Waste - The Contractor will notify the City Contract Administrator immediately upon the discovery of any hazardous waste such as paint, chemicals, drums, fuel tanks, etc. The City will be responsible for its removal.

2.12. Job Completion Notice

The City and the Contractor will develop a monthly maintenance schedule. The Contractor will be responsible for notifying the City Contract Administrator (name and phone number to be provided) for final inspection upon the completion of scheduled work. The City Contract Administrator will approve the contractor's monthly invoice for payment including disposal charges and charges for additional work requested by the City. Monthly invoices shall be submitted no later than the 15th day of the following month.

2.13. Customer Service

The City's Sanitation Division takes great pride in, and is strongly committed to, offering a high level of customer service to City residents. All Sanitation Contractors are expected and required to offer our customers a matching level of quality service, at a minimum.

The Public Works Department's 24-hour Customer Service Center will provide information to, and receive complaints from, City customers. A Customer Service Representative will telephone or fax the Contractor's main office to communicate complaint information. The Contractor will make every effort to respond to customer complaints within 24 hours or on Monday morning if the complaint is received on Saturday or Sunday. The Contractor will contact Customer Service by telephone or E-mail within 48 hours of receiving the complaint in order to update the City's record and close out the work request. If the Contractor does not satisfy a complaint within the time specified, the Public Works Department will take corrective action. Any cost incurred by the City to satisfy contractor's responsibilities will be charged to the Contractor and deducted from the monthly invoice. Such recovered costs shall be considered as liquidated damages.

INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

2.14. Additional Locations

The City may require additional locations or tasks of a similar nature, but not specifically listed in the contract. If the contractor agrees to provide such services, the pricing on such additional locations shall be based upon the pricing submitted on the Bidder Proposal Pages. If the price(s) offered are not acceptable to the City, the City reserves the right to procure those services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

2.15. Deduction for Non-Performance

Failure of the contractor to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered, as liquidated damages.

The City Contract Administrator or designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Contractor noting required corrections.

In the event the contractor shall not have completed all of the required services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall be subject to a deduction from the monthly invoice of 10% of the cost for that location. Deductions will be applied in accordance with the Contractor's bid proposal form "prices."

Failure of the Contractor to appear on any scheduled workday without the advance approval of the City Contract Administrator or designee shall likewise result in the deduction of 10% of the total cost for that location. Such deductions will continue until said service is properly performed or the contract is cancelled.

END OF PART II

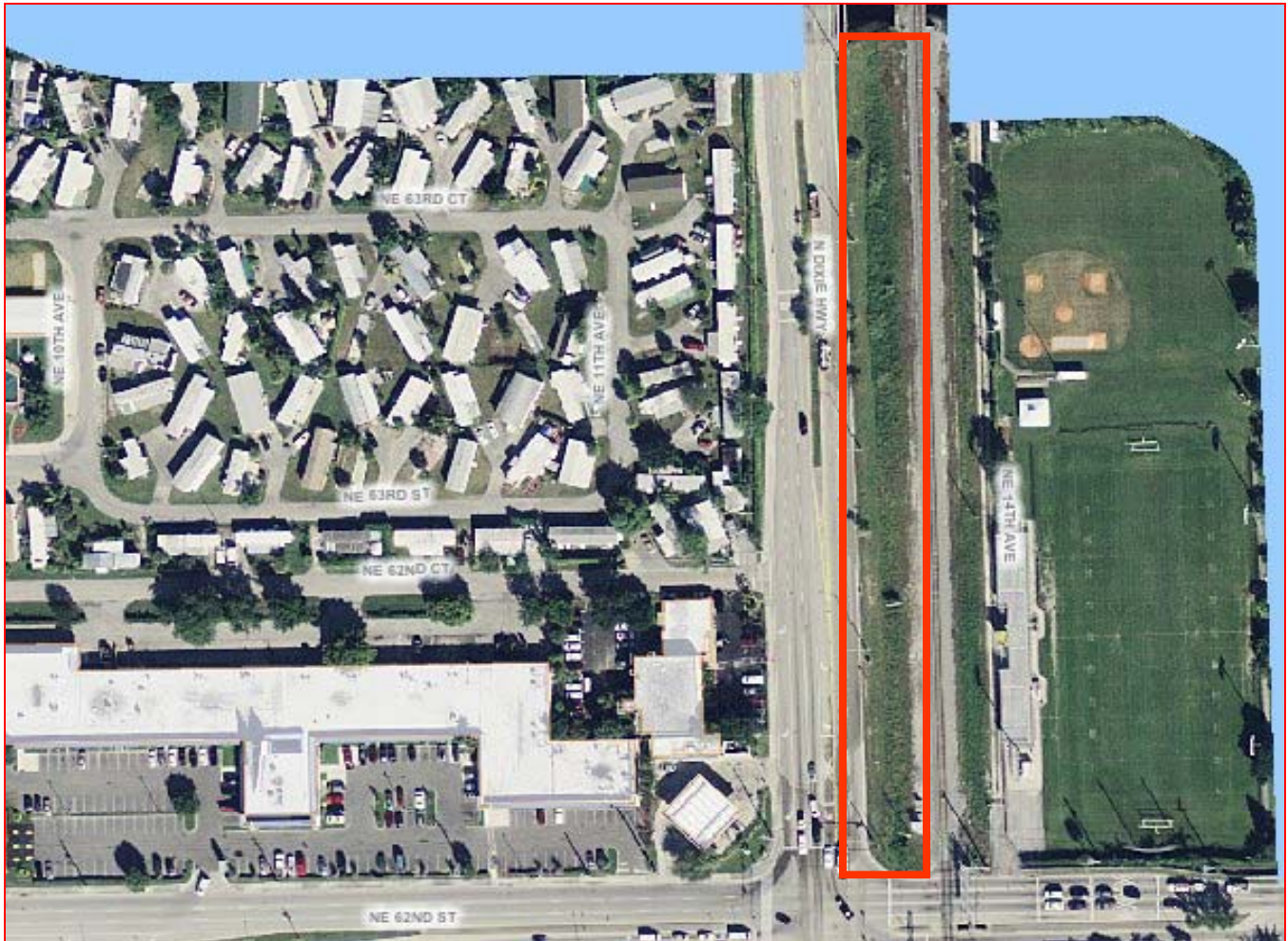
INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

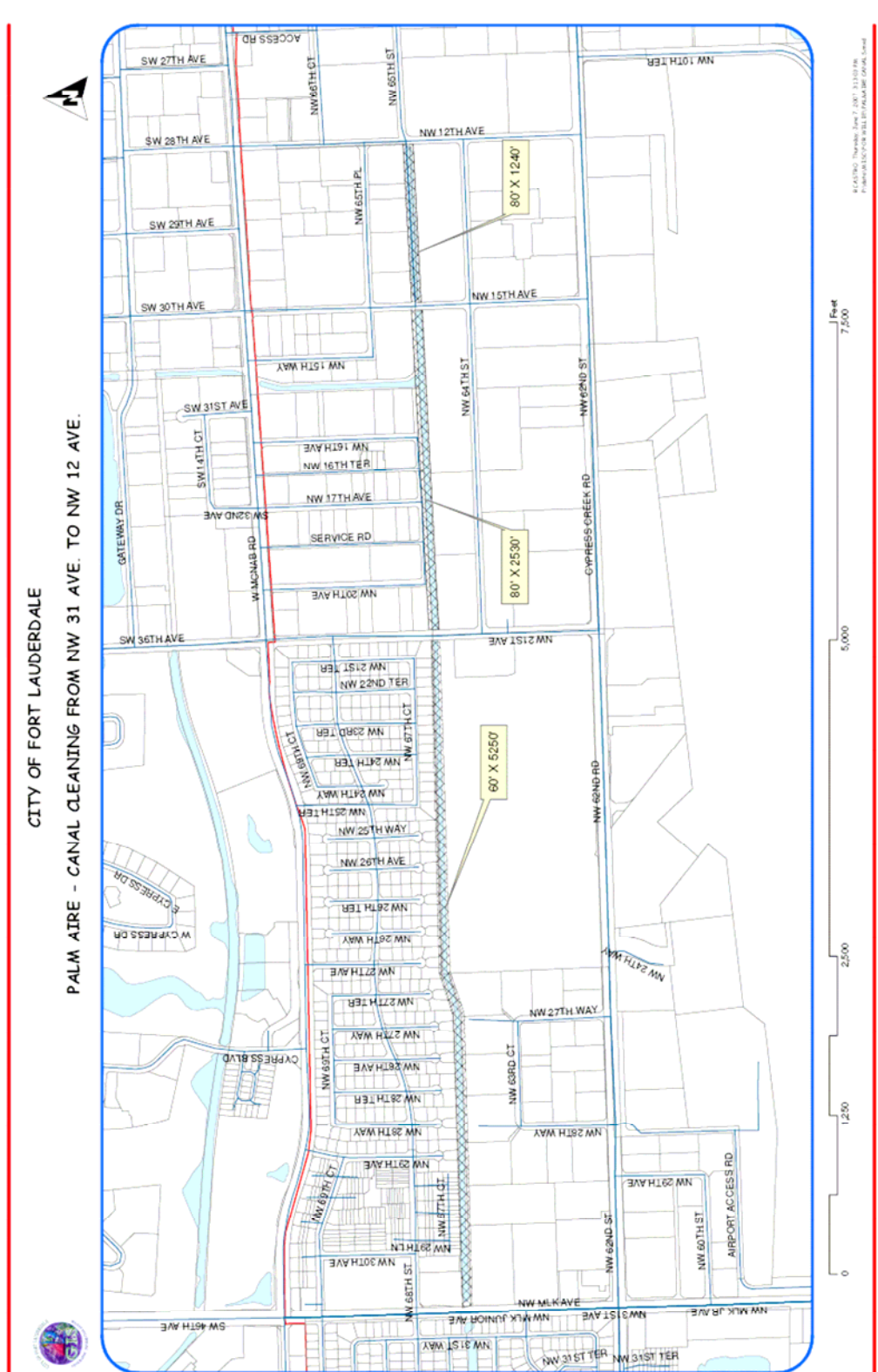
EXHIBIT B



INVITATION TO BID (ITB) 612-10669
TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES Revised 2/7/11

EXHIBIT B-1



INVITATION TO BID (ITB) 612-10669**TURF GRASS MAINTENANCE AND TRASH COLLECTION SERVICES** Revised 2/7/11**EXHIBIT C**

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

Company Name:
Address:
Contact Name:
Telephone:

2. Number of years experience the proposer has had in providing similar services:

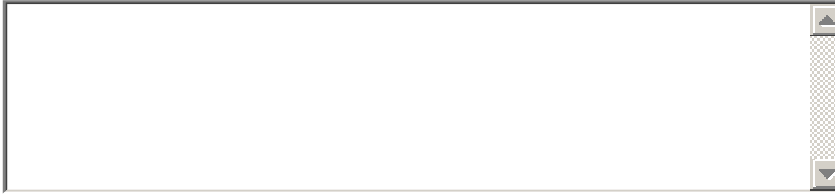
Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:
(signature) (date)

Name (printed): Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address:

City: State:

Zip:

Telephone No. FAX No.

Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:
revised 3-23-10

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Question and Answers for Bid #612-10669 - Turf Grass Maintenance and Trash Collection Services

OVERALL BID QUESTIONS

Question 1

Who was the previous contractor and the price amount. (Submitted: Jan 20, 2011 11:18:57 PM EST)

Answer

- The current contract numbers are 472-9625-2 and 472-9625-3 and may be viewed on-line at: <http://www.fortlauderdale.gov/purchasing/contractdocs.htm> (Answered: Jan 21, 2011 8:59:16 AM EST)

Question 2

Where do I go to get a copy of unit pricing for bid # 472-9625-2 & 472-9625-3 (Submitted: Jan 24, 2011 8:35:29 AM EST)

Answer

- See Question #1 (Answered: Jan 24, 2011 1:15:20 PM EST)

Question 3

Where do I go to get a copy of the original bid tabulations not just the award as answered. (Submitted: Jan 25, 2011 11:32:46 AM EST)

Answer

- Call 954-828-5142 and make a public records request for the bid tab for ITB 472-9625 (Answered: Jan 25, 2011 11:45:14 AM EST)

Question 4

What do you mean by 'time and material' hourly rates For Group no.5, Bid nos. 7-13? (Submitted: Jan 26, 2011 2:10:34 PM EST)

Answer

- Hourly equipment charge with operator. Refer to ITB PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Paragraph 2.08 as instructed in those bid item descriptions. (Answered: Jan 27, 2011 8:02:17 AM EST)

Question 5

Item 612-10669-1-14, Allowance for Reimbursement of Contractor Disposaal Costs requests one lump sum unit price. In the description, it states "Enter \$5,000.00 as an allowance for City reimbursement.....in accordance with Paragraph 2.10". My reading of Paragraph 2.10 (C) infers that the City shall reimburse Contractor for actual disposal fees. Please clarify the purpose of this Item, and the scope of the work which we shall be providing thereunder. Thank you. (Submitted: Jan 27, 2011 4:25:40 PM EST)

Answer

- The Contractor may invoice monthly and will be reimbursed for their actual disposal costs as provided for in 210. C.

Bid Item 612-10669-1-14 is an annual estimate of actual reimburseable disposal costs that will be added to all bidder's total bid price. All bidders must enter \$5,000 for this item. (Answered: Jan 28, 2011 8:10:18 AM EST)

Question 6

Can mowing frequency be adjusted? For example: 12 times a year could be 0 in February and 2 times in August. (Submitted: Feb 15, 2011 3:30:31 PM EST)

Answer

- Yes, mowing frequency may be adjusted based on the growing season and only with prior authorization by the City. However, Bidders must bid monthly prices at time of Bid submittal as required by this Invitation to Bid. (Answered: Feb 16, 2011 8:34:02 AM EST)

Question 7

Under 2.09 contractor responsibilities 1. dumping service may require an occasional separate trip with skid steere loader & dump truck to remove debris, how do we bill this? how do we price this? how many times is occasional? These costs cannot be calculated & should be time & material. How does our visits discourage dumping activity? These costs should not be in our monthly fee because there is no way to calculate the cost. Maybe you could state a maximum use of skid loader & dump truck & time & material after that. Without a cap on visits this could be an expensive guestimate. (Submitted: Feb 16, 2011 10:12:03 AM EST)

Answer

- Skid loader and dump truck costs are to be included in monthly service charge. See 2.09 I. for estimates of frequency for pricing purposes.

Dumping activity is discouraged by keeping the property well maintained (Answered: Feb 16, 2011 3:17:41 PM EST)

Question 8

Group IV 2.13 Customer Service - What about holidays? What about debris in excess of 20 yards that may require prior approvals? (Submitted: Feb 16, 2011 10:16:36 AM EST)

Answer

- See 2.03 L. for work days.

Per 2.09 I. the city may authorize the Contractor to remove debris over 20 yds at time & materials rates or the City may remove. (Answered: Feb 16, 2011 3:17:41 PM EST)

Question 9

Group IV 2.14 Additional locations - Is this billable at time & material? How is it billable? (Submitted: Feb 16, 2011 10:17:35 AM EST)

Answer

- Yes if prior authorized by the City per 2.14 at Group V time & material rates (Answered: Feb 16, 2011 3:17:41 PM EST)

Question 10

Group IV 2.15 Scheduled work days? Other than daily call outs isn't all work done weekly or monthly? (Submitted: Feb 16, 2011 10:18:29 AM EST)

Answer

- Work is done by task. Frequency of work could be daily, weekly or monthly (Answered: Feb 16, 2011 3:17:41 PM EST)

Question 11

2.06 Standard of services - ancillary services-daily- regarding on call, what about holidays? When our offices are closed can emergency cell phones be used for communication? (Submitted: Feb 16, 2011 10:23:26 AM EST)

Answer

- See 2.03 L. for work days.

Phones may be used for communications (Answered: Feb 16, 2011 3:17:41 PM EST)

612-10669-1-02 - GROUP II - PALM AIRE CANAL**Question 1**

The old contract for Palm Aire Canal was for 3 cutting now you are adding an extra cut for a total of 4 cutting with this current bid is that correct. (Submitted: Jan 25, 2011 3:08:54 PM EST)

Answer

- Bid Item 612-10669-1-02 - Group II - Palm Aire Canal for four (4) quarterly cuttings. Provide a price per quarter. (Answered: Jan 25, 2011 4:17:48 PM EST)

612-10669-1-04 - GROUP IV - VACANT LOTS MOWING, CLEANING ANF DISPOSAL

Question 1

Our firm is interested in bidding on this job. Could you please provide us with the estimated yearly budget allotted on this bid. Furthermore, if this has been bid out in the past could you please provide detail on the most recent bid tabulation. (Submitted: Jan 24, 2011 12:11:31 PM EST)

Answer

- The annual estimated amount is \$33,000.

See Question #1 for the concurrent contract numbers. Call 954-828-5142 and make a public records request for the bid tab for ITB 472-9625. (Answered: Jan 24, 2011 1:15:20 PM EST)

Question 2

If the city requires a specific property to be serviced & we are called out later to service the same property again how long are the intervals between services? What happens when debris exceeds 6 yards? Would there be any tree trimming or hedge trimming required? (Submitted: Feb 16, 2011 10:15:26 AM EST)

Answer

- Per 2.07 service is as needed.

If More than 6 yards, the City may authorize Contractor at remove a time & material rates in the contract or the City may remove.

Yes, tree trimming and hedging is required per 2.03 H. (Answered: Feb 16, 2011 3:17:41 PM EST)